

Client Agreement

Doto South Africa (PTY) LTD Client Agreement

Interpretation And Definitions:

The following words and phrases shall have the following meanings:

Abnormal market Conditions: include but not limited to times of rapid price fluctuations of the price, rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions;

Access: means the data required to access your account, such as login and password of the Client, and is required to place orders with the Company on the Company trading system or for purposes of verification for oral telephone authentication, as the case may be;

Account: is the trading account that Client holds with the Company, designated with a unique account number and used for the purpose of the Client's trades;

Agreement: means this Client Agreement, with any appendices, notices, and includes the Risk Disclosure Statement and Policy, Execution Policy, Conflict of Interest Policy, and any other policy which is provided to you by us or notified to you as appearing on our website or platform, and as periodically amended by us;

Applicable law and/or Regulations: means the South Africa rules or rules of the relevant market, and all other applicable rules, laws and regulations of South Africa;

Affiliate: means in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

Balance: is the total financial amount in the Client's trading account, after the last completed transaction, and/or deposit/withdrawal at any time, and are the funds available in a trading account that may be used for trading financial instruments;

Business day: means any day which is not Saturday, Sunday or a bank holiday in South Africa or any other holiday which will be announced on the Company's Website;

Business hours: means 08.00 hours to 18.00 hours (South Africa) each day, other than a Saturday, Sunday or a bank holiday;

Client (including "you" and "your"): means a natural person or a legal entity, accepted by the Company as its Client to whom services and/or products will be provided by the Company as per the Client agreement and any appendices;

Client money: means money deposited by the Client in his/her/its Trading Account(s), plus or minus any unrealized or realized profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa;

Company: means Doto South Africa (PTY) LTD incorporated and existing under the laws of South Africa with company registration number 2019/047686/07;

Contract for Difference (CFD): means the Financial Instrument which is a contract between the parties (described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller. The contract for difference refers to the variations in the price of the underlying assets.

Common reporting standard (CRS): means an information standard for the automatic exchange of tax and financial information on a global level, which the Organization for Economic Co-operation and Development (OECD) developed in 2014. Its purpose is to combat tax evasion;

Counterparty(ies): shall mean banks and/or brokers through whom the Company may cover its transactions with Clients;

Currency Pair: means the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency

Currency/ CFD Spreads: The difference between the Ask and the Bid prices of an Underlying in a Financial Instrument at that same moment;

Derivative: includes futures and options contracts on securities, indices, interest or other rates, currency, futures or commodities;

Dormant Account: means an account, with credit balance, is considered to be dormant if during 6-month period no transactions and/or activity have been carried out in relation to the account by or on the instructions of the holder of the account, for example such as, but not limited to, no trades placed, no opening or closing of positions, no deposits and/withdrawals.

Doto: means the trading name of Doto South Africa (PTY) LTD and other companies operating through the website www.doto.com/za under the [registered trademark Doto](#);

Expiry: means the date set specified on the Trading Platform with respect to a certain Underlying Asset upon which any open Transaction for such Underlying Asset shall expire automatically.

Execution: means the execution/completion of client's orders on the Company's trading platform, where the Company acts as the Execution Venue to Client's transactions;

Equity: means the balance plus or minus any profit or loss that derives from any open positions;

Information: means any information that we receive from you or otherwise obtain which relates to you, your Account or our provision or your use of the Services.

Leverage: A ratio in respect of Transaction Size and Initial Margin. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size;

Long Position: for FX and CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

Lot Size: means a unit measuring the transaction size specified for each Financial Instrument found in the Contract Specifications.

Margin: means the required funds available in a Trading Account for the purpose of opening and maintaining an Open Position;

Margin Call: shall mean a demand by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, from time to time in our sole and absolute discretion;

Open Position: means any long or short positions that have not been closed;

Orders: means any trading transaction placed and executed on the Company's trading platform(s) by the client;

FATCA: means the United States federal law 'Foreign Account Tax Compliance Act'

FX Contract or Forex: means the type of CFD where the Underlying Asset is a Currency Paid and is considered as a short form of foreign exchange.

Services: means the services offered and provided by the Company to the Client and are governed by this Client Agreement, its appendices and/or any policies of the Company;

Spread: means the difference between the Ask Price and the Bid Price of a financial instrument and/or an Underlying Asset in a financial instrument, at the same moment;

Segregated accounts: are accounts which hold funds of the Client(s) separately from the funds of the Company, in and for the interest of the Clients. Segregated accounts may be made available in the following currencies, such as but not limited to the South African Rand, United States Dollar, Euro and Pound Sterling bank account(s) that we maintain for the purposes of receiving, holding and disbursing client money, including client money of other clients of the Company. The Company takes proactive measures in selecting the banks/providers in which funds of Client will be held and to safeguard such funds;

Swap: means the interest added or deducted for holding a position open overnight;

Swap Rates: The rate of the fixed portion of a swap, at which the swap will occur for one of the parties entering into a CFD;

Scalping: A trading strategy that involves opening and closing short-term positions with intention of making accumulated profits;

Slippage: The difference between the price displayed on a financial instrument and the actual price when the trade is entered on the trading platform;

Rollover: means the process of keeping a position open beyond its expiry, otherwise also known as an act which prolongs the settlement date of a running position in the market;

Transaction: means the opening or closing of an offer to either buy or sell an FX and CFD for an Underlying Asset on the Trading Platform, by either Party. The transaction is arranged for execution on behalf of the Client.

Trading Platform/Platform: means the online trading platform made available to the Client by the Company for placing and execution of orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet;

Trading Terminal (Dashboard): means visual part of the Trading Platform available to the Client for trading and non-trading transactions.

Terms: means these Terms of business governing all the actions that relate to the execution of your trades;

Trade Confirmation: means a notification from the Company's trading platform to the Client confirming the Client's entry into a Contract;

Trading Hours: shall mean the hours of trading as set forth on the Trading Platform for a particular Underlying Asset;

Technical Analysis: a method of evaluating the movement of financial instruments through studying past market data, such as charts of price, volume as the basis of forecasting future price behavior.

Underlying Asset: means the financial instrument (ex. foreign exchange contracts, metals, equity indices and commodities) on which a derivative's price is based;

Website: means www.doto.co.za or any other website that may be maintained and/or operated by the Company from time to time;

We (our, us): means Doto South Africa (PTY) LTD, a company incorporated and existing under the laws of South Africa which is licensed and regulated by the Financial Sector Conduct Authority of South Africa (the "FSCA") as a Financial Service Provider ("FSP") under license number 50451;

You: means the Client(s) who have been approved by the Company to open, maintain and hold trading account(s) with the Company, provided that all requirements met are maintained throughout the business relationship.

It is understood by the Parties that the Paragraph headings are for ease of reference only. In addition words importing the singular shall import the plural and vice versa, and words importing the masculine shall import the feminine and vice versa.

1. Introduction

- 1.1. This Client Agreement ("the Agreement") is entered by and between Doto South Africa (PTY) LTD, hereinafter called "the Company", "We", "Us", and with registered address situated at Atrium on 5th, 9th Floor, 5th Street, Sandton, Johannesburg, 2196, South Africa, Office number 9053, and is authorized and regulated by the FSCA under license number 50451, and a natural person or a legal entity, accepted by the Company ("the Client"), which has completed account application form and successfully completed the process of application and registration to open trading account(s) with us. Collectively the Client and the Company are herein referred to as "the Parties" and individually as the "Party".
- 1.2. With this Agreement, and successful account opening, the Company agrees to open and maintain for the Client, one client account and to act as principal or affiliate for the reception, transmission, execution and/or clearance of the Client's order(s) and/or

request(s) for transactions, which relate to the purchase/sale of financial instruments/products, including but not limited to money market instruments, contracts for differences, denominated financial instruments, options, commodities, and any other financial transaction(s).

- 1.3. By accepting this Agreement, the Client hereby agrees and confirms that Client has read, understood and accepted the provisions within this agreement, including any supplementary documentation, and policies as displayed on the Company's website and/or Platform, such as but not limited to "trading conditions", "website terms and conditions", "privacy policy", "cookie policy", "complaints handling policy", "risk statement", "risk disclosure policy", "regulations for non-trading operations", and "regulation on trading transactions".
- 1.4. The English version(s) shall prevail whenever there is any discrepancy between the English version and any other language versions. The Client accepts and understands that the Company's official language is the English language and the Client should always read and refer to the main website for all information and disclosures about the Company and its activities. Translation(s) or information provided in languages other than English in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever.
- 1.5. Once the account is created, the Client may start using its account on the platform without the right to use the client's funds when making trading orders. Upon verification and approval of the Client's account by the Company the Client may start using its account without the aforesaid restrictions.
- 1.6. The Company, its directors, its employees and any other representative(s), do not offer investment advice, portfolio management, legal, tax or any other advice to the Client. The Client shall make its own assessment of any transaction(s) prior to entering into any such transaction(s). If the Client is unsure whether Client should proceed with the Agreement and/or any transaction(s) it is at the Client's sole discretion and responsibility to seek independent advice.
- 1.7. Where the Company issues technical and/or other market analysis, this is not directed and does not have regard to the investment objectives and/or specific circumstances of the Client. The analysis should not be construed as any form of investment advice or recommendation. The Client should proceed to obtain independent professional advice directly if such is sought.
- 1.8. The Company acts as a principal (and not as an agent) on the Client's behalf, meaning that the Company shall for all purposes treat the Client as a Client, and the Client understands and agrees that the Client is directly and fully responsible for performing

the obligations under any trading activity and transactions made by the Client.

- 1.9. In the event that the Client acts in relation to or on behalf of another person, whether or not the Client makes the identity of that person known to the Company, the Company shall not accept that person as an indirect client and shall accept no obligation to that person. The Company will act as an intermediary in the execution of trading operations on behalf of/for its Clients and the Company may also act as Principal for its own account with the intention of buying and selling derivatives to/from its Clients.
- 1.10. The Client accepts that the Company is the main execution venue in relation to its Client's trading activities; however, the Company may transmit a Client's order for execution to a third-party liquidity provider.
- 1.11. The Client understands that Contract for Differences ("CFDs") are derivative products and they do not entitle to own an underlying asset and no physical delivery of an underlying asset will occur;
- 1.12. It is understood between the Parties that the Company, if applicable, categorise the clients, as Retail Clients, and Legal Entities (Corporate Clients). Retail client means: a natural person for whom an account is arranged open; a signatory to the account; and any person who is authorised to conduct a transaction or control an account. A Legal Entity means: a company, body corporate, foundation, or any other similar entity, partnership or an association or other similar entities.
- 1.13. The Company provides its services according to its manuals, policies and procedures in order to avoid any breach of legal obligations, therefore there may occur instances where the Company may refuse to provide you with services where such would be in conflict with any applicable law and/or regulation. The Company further reserves the right to suspend, delay and/or amend the provision of any Services in the event of abnormal market conditions, market abuse, insider trading or in the event of force majeure.
- 1.14. The Client may trade during normal trading hours for the specific financial instrument during which the platform provides prices and during which you may provide the instructions and/or place orders.
- 1.15. The Client is responsible to familiarize themselves with any contract specifications prior to trading, which are available on the website and/or platform, if for any reason such is not available, the Client should contact the Company in order to enquire as to any contract specification prior to proceeding with any trading.

2. Commencement And Account Activation

- 2.1. The Agreement shall commence on the date on which the Client receives notice of

- successful account opening, and shall continue with full force and effect, unless or until it is terminated.
- 2.2. The Client will complete an online application form, read and accept online documents, such as but not limited to policies that Company may require acceptance by Client, and all the relevant know your client checks have been completed by the Company, and upon successful registration the account of the Client will be opened and activated.
 - 2.3. The Client's registration on the Company website and (or) in the Company's software system is deemed as the unconditional acceptance of the terms of this Agreement and all other documents described in this Agreement and/or appendices.
 - 2.4. The Company reserves the right at its absolute discretion to accept or reject the Client subject to all documentation provided to the Company, accurately and fully completed by the Client.
 - 2.5. The Company has the right to request minimum initial deposit to allow the Client to start using the platform for Client's trading activities. The Company also has a right to request the Client to fulfill necessary margin requirements (to make margin calls), as unilaterally determined by the Company, and the Client is obliged to deposit the requested amount in one day, unless another term is contained in a Company's notice. In case of the Client's non-compliance with the provisions hereof the Company shall be entitled to terminate or suspend the services and access to the Company's software until the Client completes the requirements.
 - 2.6. The Company will provide the Client with a monthly statement displaying the relevant information of the Client's account and balances upon the Client's request.
 - 2.7. The Client understands and agrees that Client shall be solely responsible for all filings, tax returns and reports on any transactions which should be made to any relevant authority, whether governmental or otherwise, of any relevant jurisdiction and for payment of all taxes (including but not limited to any transfer or value added taxes) and duties, arising out of or in connection with any transaction(s).
 - 2.8. Trading in financial instruments may not be suitable for everyone, those which hold sufficient knowledge and experience, or clients that have the ability to bear the loss of all funds invested, or clients that have a high-risk tolerance, and where there is speculative trading, short-term investment, portfolio diversification, and/or hedging or exposure of underlying asset.
 - 2.9. During the account opening process and upon account activation, the Client provides the Company the express authorization and consent to use all Client's information and documentation for the proper processes to be carried out and for the services to be provided to the Client. Additionally, the Company is authorized by the Client to proceed

with any searches together in collaboration with any third-party provider, for purposes of verification of identity, and/or other information on database, for the proper monitoring of the Client's account(s). The Client agrees to cooperate with the Company with regards to any requests for information and documentation, and the Client understands and accepts that failure to cooperate may lead to the termination of the business relationship with the Company and this Agreement. The Client confirms to keep the Company up to date with any and all information provided from time of account opening until end of business relationship.

- 2.10. No actions by the Client taken in accordance with this Agreement should violate any law, regulation, right, or statutory rule and regulation as applicable to the Client or in the jurisdiction of which the Client is a resident, or any other agreement, the terms of which the Client is bound to or which affects any assets of the Client.

3. **Services**

- 3.1. The Company offers and provides to the Client the Services as follows:
 - 3.1.1. The Company will maintain one account in the Client's name and will provide the Client with services in relation to Derivatives where the underlying investments or products include, but are not limited to, foreign exchange contracts, metals, equity indices and commodities.
 - 3.1.2. The Parties hereby confirm that detailed description of the Services and order of their execution shall be agreed in the Trading Platform.
 - 3.1.3. Nothing above restricts the Company to hedge the Client's positions wholly or in part via third parties.
- 3.2. The Company will take reasonable steps to ensure that the Client understands the nature of the risks involved related to the different types of investment/products. Client shall acknowledge itself with all online documents of the Company considering risks involved in the Company's services/products, including risk warnings, risk statements or risk disclosures, as applicable.
- 3.3. The Company shall issue to the Client a confirmation of the executed trade within one working day from the time of execution.
- 3.4. The Company may issue a monthly statement of account for all transactions upon the Client's request unless otherwise agreed with the Client. The Client understands that Client has access to history of trading activities and account balances and may contact the Company at any time with written request.
- 3.5. The Company shall at all times ensure that its relevant officers and employees have an appropriate level of training and knowledge related to the products and services and to

enable explanation of risks to Clients.

- 3.6. The Client understands that Client is required to fund the account(s) before any trading can take place. Each deposit and withdrawal of funds is subject to monitoring and record keeping. When the Client request's withdrawal of funds, such request is made to the Company in writing.
- 3.7. The Company is entitled to execute the transaction notwithstanding that a transaction may not be suitable for the Client. The Company is under no obligation, (unless otherwise agreed in writing or required by law) to monitor or advise the Client on the status of any transaction or to close out any of the client's open positions, unless it is directly requested by the Client via the Platform.
- 3.8. The Company has the right to request from the Client for information about the Client's knowledge and experience in the investment field so it may assess whether the service(s) or product(s) is appropriate for the Client. If the Client elects not to provide such information to the Company or if the Client provides insufficient/false information, the Company shall not be able to determine whether the service or product is appropriate for the Client. The Company shall assume that information about Client's knowledge and experience provided is accurate and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed the Company of such changes.
- 3.9. In accordance with Common Reporting Standards ("CRS"), the Client agrees to submit to the Company all necessary information about the Client (name, address, jurisdiction of residence, Tax Identification Number, date and place of incorporation, account number of Client, and any other necessary additional documents and information as Company may request). The Client agrees to transfer the personal data to the Company, which is the data controller, for identification, administrative and business purposes necessary for the Company to fulfil its legal and contractual obligations arising from this agreement, with Company reserving the right to transfer such personal data/data to auditors, lawyers, financial consultants, and other service providers and/or counteragents contracted by the Company.

4. **Conflicts Of Interest**

- 4.1. The Client consents to and authorizes the Company to deal with or on behalf of the Client in any manner which the Company considers appropriate and to the best interest of the Client, notwithstanding any conflict of interest or the existence of any material interest in a transaction, which should be mitigated, without prior reference to the Client.
- 4.2. The Company is selecting and regularly reviewing its execution venues and relevant

service/liquidity providers in order to ensure the quality of the execution of Clients' orders in accordance with best execution policy and to manage any possible potential conflict of interests.

5. Commissions, Charges And Other Costs

5.1. The Client understands and agrees:

- a. to pay the Company the applicable commissions, charges and/or other costs as set out in the Trading Platform. It is understood and confirmed by the Client to pay any fees, charges, commissions, swaps, mark-up or mark-down applicable to specific financial instruments and account(s) as held by the Client, related to execution of position(s) and/or transaction(s);
- b. to pay such charge/cost related to carrying open position/transaction on specific financial instruments, inactive accounts, transfer-related fees, including charge/costs applied on deposits/withdrawals, returned withdrawals, which may also be applied by the provider, payment processing company, relevant credit/financial institution(s), as the case may be;
- c. to the spread, mark-up or mark-down from prices obtained by the Company or expected to be received by the Company from its service/liquidity providers or when covering its transactions with other counterparties;
- d. to the currency conversion related to transaction/trading costs, commissions (if any), and profits/losses occurring from trading activities of the Client;
- e. to relevant amounts related to subscriptions of the Client to relevant exchanges;
- f. The Client agrees that in case of dormant account, which is an account that has no activity for more than six (6) months from the last trading operation, the Company reserves the right to charge a maintenance fee on the Client's account(s), and/or the Company reserves the right to close the account(s) if inactive for more than 6 months. The maintenance fee shall be an amount of 15 USD or equivalent to USD per account, depending on the Client's trading account currency. The maintenance fee may be applied monthly until the balance reaches 0 (zero) whereby the Company may terminate the account. Where there is a lesser amount than the aforementioned maintenance fee, such amount will be fully deducted and the account will be terminated and removed from the Company's systems.

5.2. The Company will notify the Client in case of payment of commissions/fees to any third party who introduced the Client or who acts on the Client's behalf;

5.3. In the event the Client performs a withdrawal request without any trading activity from

the last deposit made or if any other form of abuse is found the Company reserves the right to charge the Client the equivalent amount of any deposit fees incurred or 1,5% of the total withdrawal amount. The Client will be notified via email about processed withdrawal request and applied charges, if any. In such case the Company reserves the right to suspend the Client's account for suspicious transactions, freeze all transactions and to take other measures in order to prevent the Client's unlawful or unfair activities.

6. **Currency And Payments**

- 6.1. The Company is entitled to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Agreement and/or any transaction(s). Any such conversion may be done without any notice, and shall be effected by the Company in such manner and at such rates as the Company may determine at its discretion, having regards to the prevailing rates for freely convertible currencies. Any foreign currency exchange risk arising from any transaction or from the compliance by the Company with its obligations or the exercise by it of its rights under agreements will be carried by the Client.
- 6.2. The Client may deposit funds to the trading account(s) and may request withdrawal of funds during the normal business hours of the Company;
- 6.3. Funds deposits and withdrawals to/from the trading account(s) shall be governed by the regulations for non-trading operations, and Client confirms having read and understood the Regulations for Non-Trading Operations;
- 6.4. The Company shall update on a regular basis the available payment system on the deposit and withdrawal section. The availability of each payment system may differ depending on the Client's country of residence.

7. **Limitations Of Liability And Indemnity**

- 7.1. The Client acknowledges that the Company shall not be liable for any losses, costs, expenses and/or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client, including, without limitation, information relating to any transactions. Subject to the right of the Company to close any transaction in the specific circumstances set out in the agreements, any transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Parties.
- 7.2. The Company shall not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from:

- a. Any error or failure in the operation of the Platform, the website or any delay caused by the Client terminal;
 - b. Transactions made via the Client terminal;
 - c. Any failure by the Company to perform any of its obligations under the agreements as a result of a cause beyond its reasonable control;
 - d. Acts, omissions or negligence of any third party;
 - e. Force Majeure circumstances, which include but are not limited to:
 - any action, event, or occurrence including, but not limited to, strikes, riots, civil strife, terrorist acts, wars, pandemic, natural disasters, accidents, fires, floods, storms, power outages, interruptions in communication, software, or electronic equipment, incorrect operation of any type of equipment or software, quote-feed instability, interruptions in the operation of or the instability of liquidity providers, etc., which, in the Company's reasonable opinion, led to the destabilization of the market(s) for one or more assets (instruments);
 - suspension of Client trading and (or) non-trading transactions, liquidation or closure of any market or quotes feed, or the introduction of restrictions or unique/non-standard trade conditions in any market, or in relation to any such event.
- 7.3. The Client shall indemnify and hold harmless the Company from any liability in respect of any and all kind of liability, costs, claims, demands, and expenses (including attorney's fees and expenses and any fines, and/or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other regulatory or self-regulatory body or institution), of any nature whatsoever, which the Company may suffer or incur as a direct or indirect result of any failure by the Client to perform any of the Client's obligation(s).
- 7.4. The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses, or damages the Client may suffer in relation to the account opening agreements and supplementary documentation(s), unless otherwise agreed in writing.
- 7.5. The Client confirms and agrees that all information provided to the Company for purposes of account opening is true and correct, and Client will provide the relevant information regarding Client's knowledge and experience in the investment field relevant to product and/or service.
- 7.6. All information and opinions expressed by the Company are made in good faith and are obtained from reliable sources, however no representation or warranty, express or

implied is made to its accuracy and/or completeness.

- 7.7. The Company will not be held liable for any taxes assessed upon or payable directly or indirectly by the Client for any loss or expense suffered by the Client in connection with any such assessment. The Client is solely responsible for the management of tax affairs, and the Company accepts no responsibility for any tax consequence.
- 7.8. The Company will not be liable for any loss or expense suffered by the Client in connection with the insolvency or default of any counterparty or custodian, unless such loss or expense arises from the Company's negligence, willful default or fraud.

8. **Communications & Notifications**

- 8.1. The Client shall provide instructions and request(s) via the Client terminal/Client platform. For the purposes of communication regarding other issues the Client may also use the registered e-mail, Phone number or live chat.
- 8.2. Any written notice given under this Agreement may be made via the Platform, live chat, internal mail, email, facsimile transmission, and/or registered mail.
- 8.3. All contact details provided by the Client, e.g. address, email address or fax number as indicated on the Client account application or to such other last known address as provided by the Client in writing to the Company, shall be used as applicable. The Client agrees to accept any notices or messages from the Company at any time.
- 8.4. Any such written notice shall be deemed to have been served within Business hours:
 - a. If sent by email - within four hours after having emailed it;
 - b. If sent by the platform internal mail - within four hours after sending it;
 - c. If sent by post - seven calendar days after posting it;
 - d. If posted on the company news webpage - within one hour after it has been posted.
- 8.5. Confirmation of transactions, balances, equity, order/requests, margin calls, etc., either through statements of accounts or through the Platform shall be binding on the Client for all purposes, unless the Client calls any error in writing to the Company. None of the provisions herein will prevent the Company from correction of any error upon its discovery, in such event the account will be credited or debited so that account(s) is in the same position account(s) would have been if had the error not occurred. Whenever a correction is made, the Company will promptly make written and/or oral notification to the Client.
- 8.6. Reports of confirmation of orders and statements of accounts for Client shall be deemed correct and conclusive and binding upon the Client if not objected to immediately upon receipt and confirmed in writing within one (1) business day after the

execution of the Client's order. The Company provides the Client with access to view the Client's account at any time online. Failure to object shall be deemed ratification of all actions taken by the Company or the Company's agents, if so applicable. The Client's failure to receive a trade confirmation shall not relieve Client of the obligation to object as set out herein.

8.7. The Client agrees and understands that it is the Client's responsibility to send written notice of any change of personal details to the Company promptly.

9. Termination

9.1. Either Party to this Agreement may terminate this Agreement by giving the other Party a written notice of such termination of thirty (30) days. Such written notification should be pursuant to section 8.4;

9.2. The Client understands and agrees that the Company may terminate this agreement at any time, by means of written notice to that effect, if the Client is in repeated or serious breach of this agreement, or the Company reasonably suspects that the information provided by the Client is false, or there is suspicion that the Client's account is used for illegal purposes, or the Client made profit from non-bona fide actions, or the Client has behaved in an abusive or threatening manner towards the Company's employees, directors, officers, representatives, or if the Company believes that the Client has changed physical location without notifying the Company of such change, and the Company believes that the activities of the Clients accounts are no longer in accordance with the terms of this agreement, and/or if the Client does not provide updated and true information and/or at the discretion of the Company;

9.3. In the event of insolvency and/or liquidation, the Client shall provide the Company the relevant letters of administration/executorship or any other legal document so that the Company may act in accordance with instructions and/or take relevant action accordingly. The Client acknowledges that the Company will not be held responsible for any kind of losses and/or any charge/costs in the Client's accounts during the period of incapacity or insolvency/liquidation.

9.4. Upon termination of this Agreement, the Company shall be entitled without prior notice to the Client to cease to grant the Client access to the platform. For the avoidance of doubt the Company will not accept the Client's new account registration in case the Agreement between the Client and the Company is terminated.

9.5. Upon termination of this Agreement, all amounts payable by the Client to the Company shall become immediately due and payable including but without limitation, all outstanding fees, charges, and/or commissions, any dealing expenses incurred by

terminating this Agreement and/or charges incurred for transferring the Client's investments to any other investment firm, and/or any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf.

- 9.6. The Company reserves the right at its absolute discretion to suspend the Client's account without notice, in case of any abuse, or several erroneous requests, or insufficient account funds or any action by the Client that may lead to the detriment of the Company.

10. **Personal Data And Recording**

- 10.1. The Company may collect, use, store or otherwise process personal information/data provided by the Client in connection with the provision of the services, and the Company may be subject to relevant data protection laws as applicable from time to time. The Client understands and confirms having read the privacy policy of the Company, which is provided on the website and during the account opening process.
- 10.2. The Client represents that where Client is a non-physical person providing to Company personal data of any individual or where Client is individual providing the Company with personal data of any individual other than themselves, the Client hereby undertakes and represents that such person, whose personal data is collected, stored, used and processed is in accordance with the provisions contained herewith and such person has been informed of this fact, and has given their consent to such collection, storage, usage and processing of their personal data on the terms contained herein and that they have been informed of their rights in relation to their personal data which is held and processed in accordance with the terms contained herein. The Client acknowledges that the Company relies on the personal data provided in order for Company to carry out the obligations under the applicable law and in accordance with this Agreement;
- 10.3. The Company is obliged to supply the Client, upon request, with a copy of personal data which it may hold about the Client (if any), provided that the Client pays the applicable service fee, which is reasonable amount taking into account the amount of time, expenses, and any disbursement incurred by the Company in order to do so.
- 10.4. The Client expressly consents to the Company transmitting the client information to any third parties which may require the same in order to effectively implement the services or effectively execute any operation arising from this Agreement.
- 10.5. It is understood by the Parties that the telephone conversations may be recorded. All instruction(s) and/or request(s) received by the Company will be binding. Any

recordings shall remain the sole property of the Company and will be accepted by the Client as conclusive evidence of such. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or governmental authority, if and when such need may arise. Such recordings may assist in evidence to identify and/or prove the existence of insider dealing and/or market manipulation and/or any other activity considered breach of legislative requirement(s).

- 10.6. The Client understands and agrees that all communications regarding the Client's account(s), including but not limited to order/requests/transfers may be recorded and the Client consents to such recordings and waives any right to the Company's use of such recordings in any legal proceedings and/or where Company deems appropriate. The copies of such recordings, trading history, and other electronic communications can be made available to the Client, upon written request.
- 10.7. The Company will keep all copies of records for a minimum period of (7) seven years.
- 10.8. The Client agrees to use the Company's official communication channels to communicate with the Company and that failure to do so, may result in holding the Client liable.
- 10.9. The Client accepts that the Company and/or the Company's third party providers in the course of providing services and products and for the purposes of marketing, may from time to time, directly contact the Client by telephone and/or otherwise and the Client agrees to such communications and Client confirms that Client does not consider such communication(s) a breach of any of the Client's rights under any relevant data protection and/or privacy regulations. The Client may opt out of receiving such communications by sending the Company an e-mail at: privacy@doto.com ;
- 10.10. The Client accepts that the Company, for the purpose of complying with FATCA and CRS, shall have the right to request any information and/or documentation reasonably required and the Client shall be obliged to provide the same to the Company immediately, or at least within reasonable time from date of request. The Client understands and confirms that the Company may be required to disclose information in relation to the Client's tax residency to relevant authorities, and that the Company may at times be obliged to report derivative transactions to a recognized trade repository, where such information may be requested and may be recorded.

11. Confidentiality & Waiver

- 11.1. The information which the Company holds about the Client is confidential and shall not be used for any other purpose other than in connection with the provision of the services and products. Information of a confidential nature shall be treated as such

provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company. The Client understands and agrees that information of a confidential nature shall only be disclosed by the Company to any entity/person, in the following circumstances:

- a. In compliance with the Foreign Accounting Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS);
- b. Where required by law or as requested by regulatory and/or enforcement authorities, courts and/or similar bodies which have jurisdiction over the Company;
- c. To investigate or prevent fraud or other illegal activity;
- d. To those members of the Company personnel who require information for the performance of their duties or to any third party in connection with the provision of services to the Client by the Company;
- e. At the Client's request or with the Client's consent;
- f. To the Company's consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality;
- g. In any legal proceeding as between the Parties;

12. Default

12.1. The Parties understand and agree that each of the following constitutes, but is not limited to, an "Event of Default":

- a. The failure of the Client to provide any initial margin and/or hedged margin, or other amount(s) as required for the performance and/or obligation(s) arising from this Agreement;
- b. The failure of the Client to perform any obligation(s) due to the Company;
- c. The initiation by a third party of proceedings for the Client's bankruptcy or winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets, or if the Client makes an arrangement with creditors or any procedure which is similar to any of the above is commenced in respect of the Client;
- d. Where any representation or warranty made by the Client is or becomes untrue;
- e. Where the Client is unable to pay the debts as they fall due;
- f. Where the Client becomes incapacitated or unable to carry out obligation(s) for whatsoever reason;

- g. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action to protect its interest;
 - h. The Client attempts and/or performs any of the actions which shall be determined by the Company as fraud, manipulation, deceitful activity in Client's account(s) as held by Company;
 - i. The Client has carried out trading, which is excessive, without legitimate intent, to profit from market movements, which may be considered as market abuse, etc.
 - j. The Client is unable to verify his/her/its identity, source of funds, origin of funds or other information necessary for the Company to perform its obligations as a financial institution.
- 12.2. In an event of default, the Parties understand and agree that the Company reserves the right, and at any time without prior written notice to take one or more of the following steps:
- a. Close out all or any of the Client's open positions at current quotes;
 - b. Debit the Client's trading account(s) for the amounts which are due to the Company;
 - c. Close any or all of the Client's trading account(s) held with the Company;
 - d. Refuse to open new trading account(s) for the Client;
 - e. Adjust the Client's trading account balance to remove illicit profit.
 - f. To take any other action which is reasonable and fair, in order to protect the interest and reputation of the Company.

13. Representations And Warranties

- 13.1. The Client represents and warrants to the Company, that:
- a. The information provided by the Client to the Company in any application form, document, correspondence, agreement, is true, accurate and complete in all material respects;
 - b. The Client has read, understood and accepted the terms and conditions of this Agreement, including the risk acknowledgement;
 - c. The Client is of full legal age and (or) has full legal capacity to enter into this Agreement.
 - d. The Client is duly authorized to enter into the agreement, to give instructions and requests and to perform its obligations and that the Client is validly existing and empowered to enter into this agreement and to effect transactions in financial instruments;
 - e. The Client is authorized to enter into this Agreement and to complete and provide

- any information as requested by the Company;
- f. All actions performed under this Agreement shall not violate the applicable regulations and/or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, and/or any agreement by which the Client is bound and/or by which the Client's assets are affected;
 - g. The Client consents to the provision of the information of the agreements by means of the website and/or by any other means which the company selects in its sole discretion;
- 13.2. The Client confirms that Client has regular access to the internet and consents that the Company provide Client with information, including but not limited to any applicable amendments to terms and conditions, costs, fees, policies and information about the nature and risks of investments, by posting such information on the website of the Company or the platform.
- 13.3. In addition to all other rights and remedies available to Company, the Company has the right to render any position voidable or to close out any or all positions at the current quotes at any time, at its absolute discretion, if the Client breaches relevant provisions within this Agreement.

14. **Force Majeure**

- 14.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure event includes, without limitation:
- a. Any act, event or occurrence, including without limitation any strike, riot, civil commotion, terrorism, war, pandemic, act of God, accident, fire, flood, storm, interruption of power supply, electronic communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs, which in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the instruments;
 - b. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; or
 - c. Abnormal market conditions;
 - d. Any other conditions and (or) events which are commonly treated as Force Majeure.
- 14.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists

(without prejudice to any other rights under this Agreement) the Company may without prior written notice and at any time take any of the following steps:

- a. Increase margin requirements; or
- b. Close out any or all open positions at such prices as the Company considers in good faith to be appropriate; or
- c. Suspend or freeze or modify the application of any or all terms of the agreements to the extent that the force majeure event makes it impossible or impractical for the Company to comply with them; or
- d. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and any other customers/end users, if so applicable.
- e. If the force majeure event continues for more than ninety (90) days, either Party reserves the right to proceed to termination of the business relationship and closure of the account(s) in amicable manner.

15. Miscellaneous

- 15.1. The Company has the right to suspend the Client's trading account(s) at any time for any good reason, including abnormal market conditions with or without written notice to the Client;
- 15.2. The Company reserves the right, at its discretion, at any time to refuse to provide the Client services and the Company is not obliged to inform the Client of the reasons;
- 15.3. The Company reserves the right to reject the Client by returning initial deposit at any time, in case the Company deems it appropriate and necessary including but not limited to as the result of the Client's malicious, illegal, inappropriate, fraudulent or in any other way unacceptable actions.
- 15.4. The Company reserves the right to suspend, close or unwind any transaction(s) which has resulted from any miss-configuration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company or otherwise related or connected to any and/or all transactions. The Company in such cases, may withdraw any profits inappropriately gained and shall not be liable for the cancellation of any transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
- 15.5. In the event of ongoing monitoring, if the Client is screened with any potential positive sanction match(s), or with any suspicious transaction's activity. The Company may take appropriate measures which includes suspension/termination of the trading account

and/or reporting with regulatory authorities.

- 15.6. In the event of significant amount of loss by the Client, the company might take measures/actions to minimize the loss of such Clients
- 15.7. In the event that a situation arises that is not covered under the Agreement, the Company will resolve the matter on good faith and based on fairness, and where appropriate, by taking such action as is consistent with market practice.
- 15.8. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising from the Agreement or at law.
- 15.9. The rights and remedies provided to the Company under the agreements are cumulative and are not exclusive of any rights or remedies as provided by law.
- 15.10. The Company may assign the benefit and burden of the agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the agreements.
- 15.11. The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the agreements without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term, shall be void.
- 15.12. Where the Client comprises one or more entities, also known as a "joint account", the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the authorized persons of which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client. Additionally, each person as named on the account(s) has the authority to trade for the account(s), to receive correspondence and documents in respect of the account(s), to receive, deposit or withdraw money from the account(s), to execute agreements relating to the account(s) and to deal with the Company in all matters, unless other written instructions are provided to the Company and signed by authorized persons of the Client.
- 15.13. In the event of legal incapacity of one or more of the authorized persons which form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor account holder(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).
- 15.14. The Company under this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to apply the dormant account

policy and/or to impose on any dormant and/or inactive account a maintenance fee of USD15 or equivalent currency per month, per account, and/or close the trading account(s) upon and/or after the period of six (6) consecutive months of inactivity, including in the following cases:

- a. Where the Client has not transacted with the Company for a period of six (6) consecutive months whereby the Company will deem the trading account(s) to be dormant and/or inactive;
- b. Where the Client makes a genuine attempt to resolve their account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion;

15.15. All copyrights, trademarks, trade secrets and other intellectual property rights and proprietary rights to the Company's website in its totality, its contents, and any related materials ("Company's IP") shall remain at all times the sole and exclusive property of the Company and the Client shall have no right or interest in the Company's IP except for the right to access and use the Company's IP as specified in the agreement. The Client acknowledges that the Company's IP is confidential and has been developed by means of substantive skill, time, effort, and money. The Client shall protect the confidentiality of the Company's IP and not allow website access to any third parties, without consent of Company nor to any information derived from or relating to the Company IP. The Client shall not copy, modify, decompile, reverse engineer, or make derivative works of the Company's IP.

15.16. The Client consents and agrees that the acceptance of the terms and conditions of this Agreement along with any other related documents, through any means provided by the Company that may require electronic signature or "tick box", will be legally binding and enforceable and is admissible as evidence in any legal proceedings in any country. Furthermore, the Client consents and agrees that by clicking tick box or links as designated by the Company to show Client's approval, the Client does enter into legally binding agreement. The Client hereby agrees to the use of electronic communication in order to enter into contracts, place orders, provide instruction(s), and other records and to the electronic delivery of notices, policies and records of transactions and/or trading history, initiated or completed through the website and/or platform. The Client waives any rights under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

16. Execution Of Orders

- 16.1. The Client shall not proceed in any action or inaction that could probably allow the irregular or unauthorized access or use of the platform and/or unauthorized access to the Client's trading account. In such an event occurring, the Company reserves the right to suspend, terminate or limit the access to the platform if Company reasonably suspects or finds any reasonable valid ground of maluses, abuse and so forth of the trading system and/or the Client's trading account(s).
- 16.2. When using the Services, the Client shall not, by any act/omission do anything that will violate the platform or cause damage or malfunction to the Platform or any system of the Company;
- 16.3. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's written consent. The Client may not alter, obscure or remove any copyright, trademark, or any other notices that are on the Company's software.
- 16.4. All trade requests are subject to size considerations, if the requested trade size is larger than the Company is able to fill at any particular moment due to market conditions, then the order may be executed partially or the entire trade or order may be rejected at the Company's sole discretion.
- 16.5. The Client understands, accepts and confirms that the trading history, which is available in the software may be archived by the Company. Archived trading and non-trading history shall be accessible and/or downloadable at any time from the platform and may be made to Company by written request.
- 16.6. The Company confirms that all Client records and/or trading and non-trading activity, current and/or past and/or archived shall be maintained for at least seven (7) years after the termination of the business relationship with the Client and as per the applicable legislative requirements at any given time.
- 16.7. The Company reserves the right to suspend, close, cancel any transaction which has resulted from any misconfiguration, technical error, or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity on the Client's account(s) or otherwise related or connected to any and/or all transactions. In such event, the Company shall be entitled to withdraw any profits and charge any costs which it deems in its sole discretion to have been inappropriately gained and shall not be liable for the cancellation of any transaction or profits or in the event of any damages or losses which may result from the suspension, closure, or unwinding.

- 16.8. The Client agrees to keep confidential and not disclose any passwords, logins, access data to any person or entity, other than an individual that has been expressly authorized to act on Client's behalf. The Client agrees to notify the Company in writing immediately if there is any ground or suspicion of unauthorized access to the platform or account(s) of Client or if such information has been disclosed to any unauthorized person(s). The Company is not responsible for any losses that the Client may incur in case of theft, loss, or disclosure of the password to third parties or unauthorized use of the access data by third parties.
- 16.9. The Client agrees to co-operate with any investigation or enquiry that the Company may conduct into any misuse or reasonable suspicion of misuse of any accessed data or trading activities.
- 16.10. The Client agrees and accepts that Client shall be responsible and liable for all orders given through and under Client's access data and any such orders received by the Company shall be considered as received by Client. In case where a third person is assigned as an authorized representative to act on Client's behalf, the Client shall be responsible for all orders and/or instructions given through and under Client's representative.
- 16.11. The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 16.12. In the event that the Company suspects fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s) with the Company or otherwise related or connected to the transaction(s), the Company reserves the right to decide at its absolute discretion, to close all open positions in the Client's trading account(s) and to deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result and decline from accepting further requests from the Client to be exempted from any swaps and/or terminate all agreements with the Client.
- 16.13. The Company is hereby authorized at any time, without prior notice to the Client, to transfer to any exchange member through which the Company clears the client's transactions, such excess funds and/or financial instruments of the Client as in the Company's sole discretion and judgment may be required for margin any other accounts or to reduce or satisfy any debit balance in other account, provided such transfer comply with relevant and applicable governmental and exchange regulation. Within reasonable time, the Company will confirm such in writing to the Client.

- 16.14. Subject to the terms of this Agreement, the Client places the orders via the electronic platform, whereby the order's acceptance or rejection will be indicated on the relevant platform. The Client should contact the Company if Client is not sure whether the order has been accepted or whether a trade has been effected.
- 16.15. The Client acknowledges that processing time for requests and orders depends on the quality of the connection between the Client's Trading Terminal and the Company's server, and on the current market conditions of the asset. Under normal market conditions, the time required to process the Client's request or order is usually 0-5 seconds. Under the market conditions other than normal, the processing time for the Client's requests and orders could be increased by the Company.
- 16.16. The Client shall have the option to provide his/her/its consent to 1-click trades, which may be granted by the Client via the Trading Terminal. By provision of such consent the Client irrevocably agrees that trading orders will be made without the Client's additional confirmation by clicking one button in the Trading Terminal.
- 16.17. Before placing a trading order the Client has to agree on material terms of such order, which are: the underlying asset, direction of the rate change, order amount, leverage and other parameters and conditions, if it is obligatory to agree on such parameters to place an order.
- 16.18. It is the Client's responsibility to ensure understanding of the effect of an order which is placed with the Company on open positions and whether such order increases or reduces Client's exposure under an existing position or whether Client is opening a new position or closing an existing position. In case the Company has accepted an order placed, the Company will do so on a "first in first out" basis depending on the sequence in which the orders are placed by Client and accepted by Company.
- 16.19. The Client understands that Client may only open or close a position during the trading hours of the market of the underlying financial instrument and subject to the relevant market being available by Company for trading and any trading limits and any minimum/maximum trade sizes which Company may impose in accordance with this Agreement and order execution policy and/or trading conditions. The Client understands that orders cannot be placed outside of the hours in which the relevant market is open for trading, unless the Company advises you otherwise and based on the terms and conditions that Company may require for such purpose.

- 16.20. The Client may view the trading account(s), equity and margin level on the electronic platform which Client is using. The Client understands that Client is responsible for reviewing trade confirmations as well as cash position, equity and margin levels, ensuring correctness and determining at own discretion the actions that will be taken. The Company, on Client's request may provide Client with clarifications as may reasonably be required explaining any trade confirmation, cash position, equity and/or margin level.
- 16.21. The Client will not use the trading terminal or the Company's website to abet illegal financial activity or any other illegal transaction(s).
- 16.22. The Company reserves the right to set the following restrictions for the Client at any time regarding the following trading conditions: limits on the minimum and maximum order amount for each asset; limits on the total number/ total order amount of orders made by the Client and/or the number/total order amount of orders made by the Client regarding the particular asset in a given time period set by the Company (time interval set by the Company); limits on the total order amount of trades simultaneously opened by the Client, both collectively and for each separate underlying assets; other restrictions of any trading conditions at the Company's discretion.
- 16.23. The Client acknowledges that the only reliable source of information on the quote-feed is exclusively the Company's server.
- 16.24. The Client's order to make or close a trade is considered to be completed, and the order is considered to be placed or, accordingly, closed after the corresponding record appears in the Company's server database. Each trade is assigned an identification code according to the rules set by the Company. The aforesaid orders are executed at the latest quoted prices on the Company's server at the time when the Company has received the relevant orders.
- 16.25. When making orders, the Client is prohibited from using robotized and automated algorithms to execute transactions and/or using specialized software tools that ensure that transactions are carried out without the Client's direct participation; using the Company's services and/or software for any illegal or fraudulent activity, or for any illegal or fraudulent transactions (including money laundering) in accordance with the legislation of the country of the Client's location; implementing actions reconciled with the other Company's Clients aimed at causing damage (damages) for the Company; using other non-bona fide actions in order to achieve profit from such actions.

- 16.26. A trade is closed in accordance with the rules established by the Company for the relevant instrument. When a trade is closed, the financial result of the trade is calculated and added to the Client's account balance. After that the trade disappears from the open trades list in the Trading Terminal.
- 16.27. The financial result for various Instruments upon the trade closure is calculated as follows: $(D \times (Y - X) / X - C) \times S \times M$, where D represents a variable that takes on a value of ± 1 depending on the coincidence of the movement direction of the underlying asset and the current movement direction, X is a quote of the underlying asset at the opening of a position, Y is a quote of the underlying asset at the closing of a position, S is the Trade amount, M is the multiplier value, and C is the commission fee.
- 16.28. The trade closure requires the agreement on the essential conditions of the trade closure between the Client and the Company. The agreement is reached by means of message exchange such as requests for closing a trade and confirmation of the trade closure. A trade may be closed without following the procedure described above if the Company receives the Client's consent for the expedited trade closure. The following sections of the Policy describe the procedure for agreeing on the essential conditions for closing a trade.
- 16.29. To close a trade, the Client shall select a trade he/she wants to close in the relevant section. Moreover, the Client shall review the essential conditions for closing a trade for the selected open trade - the amount of the financial result for that trade.
- 16.30. If the Client agrees with the terms for closing a trade and wishes to close a trade, he/she shall send the Company his/her confirmation to close the trade. The payout amount for the premature trade closure is determined exclusively at the Company's discretion on a unilateral basis, and depends on the Trade amount, its length, current and target asset quotes, market volatility, and other market conditions.
- 16.31. If there is a stable internet connection between the Client's Trading Terminal and the Company's server, the request for premature trade closure is sent to the Company's server, where it is checked for accuracy and compliance with the current market conditions. Then the request is either executed or rejected by the server. If the trade is closed, the payout is added to the Client's Account balance.
- 16.32. The request for closing a trade may be cancelled if: there is a discrepancy in the information about the essential conditions of a trade on the Trading Terminal and the Company's server; upon the occurrence of the other conditions determined by the Company at its own discretion; in the exceptional situations described below.

- 16.33. The Company server sends a message with the result of the trade request to the Client's Trading Terminal. If there is a stable internet connection between the Client's Trading Terminal and the Company's server, the result of the request for premature closure of a trade will be displayed in the Client's Trading Terminal.
- 16.34. If, after sending the request for prematurely closing a trade, the result of the request was not displayed in the Trading Terminal within a reasonable time, the Client cannot be sure whether the trade has been closed or the trade closure has been cancelled. The Client has the right to contact Customer Support to clarify the results of the request.
- 16.35. The Client cannot cancel the request for closing a trade after it has been sent for execution to the Company's server.
- 16.36. The information about payout amounts for closing trades published on the Company's website is approximate. The exact information on the payout amount is indicated to the Client in the Trading Terminal after the request for closing a trade has been processed.
- 16.37. The Client has the right to send a request for changing trade conditions regarding an open trade via the Trading Terminal during the Trading time.
- 16.38. The Company may unilaterally and at its discretion restrict the direction and execution of such requests outside the Trading time.
- 16.39. Any changes to the terms of the trade may require that the terms determined by the Company unilaterally and reflected in the Trading Terminal are met, including, but not limited to, the level of remoteness of the price level from the current price of the underlying asset, the amount of the trade, and other conditions for certain types of requests.
- 16.40. The Company will unilaterally cancel (delete) a request submitted by the Client if: the time of the request has expired (if the expiration time has been indicated); the trade to relation of which the request for closing has been sent, was closed; the execution of the request became possible as a result of the Company's incorrect actions (technical error, non-market quote appeared in the feed, etc.); if the number of the Client's requests poses the threat of an increased load on the Company's server; the Company refused to provide the Services to the Client.

17. Margins And Deposit Requirements

- 17.1. The Client shall provide and maintain margin in such amounts and in such forms as the Company at its sole discretion may require. The Company may change margin requirements at any time without prior notice. The Company retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at the Company and the Company reserves the right to close any client positions at any

time that it deems necessary. The Company shall not be responsible for any loss or damage, caused, directly or indirectly from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. The Client understands that there may occur in volatile market conditions a margin call which may be delayed resulting in the possibility of a negative usable margin, and a margin call may even occur even if positions are hedged due to currency conversion rate volatility or daily interest charges or credits.

- 17.2. The Company may close the Client's open positions without notification in case margin level falls below the designated percentage described in the trading account specification on the company website, this is also known as "stop-out".

18. Rollovers

- 18.1. The Company may at its discretion and without notice to Client, offset Client's open positions, roll over Client's open positions into the next settlement time period, or make or receive delivery on behalf of Client upon reasonable terms and methods.
- 18.2. The Client understands that any positions held in Client account by close of day may be rolled over to the next settlement date and Client account may be debited or credited for the interest difference for the rollover period.

19. Dividend Adjustments

- 19.1. The Client understands that, where applicable (for instance, in situations where an instrument is a CFD on stock, or CFD on index in respect of which dividend is paid), positions are subject to possible dividend adjustments. A dividend adjustment is applied to a share CFD or Index CFD position in the event of a dividend payment occurring in the underlying market, and specifically when the position passes its ex-dividend date (meaning that a position was left open at settlement time of the previous trading day).
- 19.2. For long positions (i.e. if the Client buys), the dividend adjustment will be credited to the Client's account, in the case of short positions (i.e. if the Client sells), the dividend adjustment is debited from the Client's account.
- 19.3. In the event of a dividend payment on a single stock CFD, the economic effect of the corporate action for CFD holders will be generally reflected as if they had been holding the underlying security. Dividends are calculated in respect of open positions held on the ex-date and paid on the pay-date for the relevant underlying security. For long positions on share CFDs dividend amount is reduced by the withholding tax rate.
- 19.4. The Client acknowledges and agrees that there may be certain factors outside Doto's control, such as the tax treatment of any dividends paid to us by our counterparties, that may result in the cash credited to the Client's account being less than the net value of the dividend ordinarily receivable by a taxpayer in a given country holding the equivalent position in an underlying instrument. In such circumstances, we have no obligation whatsoever to credit your account with a cash adjustment to offset the value of such difference/reduction.

20. Cancellation And Modification Requests

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- 20.1. The Client acknowledges that it may not be possible to cancel or modify an order. The Client understands and agrees that if an order cannot be cancelled or modified, the Client is bound by the execution of the original order, and cannot hold the Company liable in such event.
- 20.2. The Client furthermore understands and acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, that the Company's systems do not prevent over-execution on duplicate orders and that the Client shall be responsible for all such executions.
- 20.3. The Client agrees not to assume that any order(s) has been executed or cancelled until the Client has received confirmation from the Company with regard to order execution.
- 20.4. The Client is responsible for the Client trading account(s) and to know the status of Client's pending orders before entering into any other additional orders. The Client agrees to contact the Company in the event the Client is unclear on the status of order(s).
- 20.5. The Client agrees to regularly review the Client's online account statement and to be

informed of the status of the account(s) and/or client's orders.

21. **Settlement Date Offset Instructions**

- 21.1. The Client agrees to provide the Company with offset instructions on positions that are open prior to settlement date, i.e. at least one business day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the delivery documents must be in possession of the Company within the same period described.
- 21.2. If neither instructions, funds nor documents are received, the Company, may without notice, either offset Client's position or roll Client's positions into the next settlement time period or make or receive delivery on behalf of Client upon such terms and by such methods deemed reasonable by the Company in its sole discretion.

22. **Currency Fluctuation Risk**

- 22.1. In the event that the Client instructs the Company to enter into any foreign exchange transaction(s), any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Client's account and risk, and all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which Company may accept, in such amounts as Company may require, with subsequent deposits being in the same currency as the initial deposit and the Company is authorized to convert funds in the Client's account for margin into and from such foreign currency at a rate of exchange determined by the Company in its sole discretion on the basis of the prevailing money market rates.

23. **Leverage**

- 23.1. The Client agrees and acknowledges that marginal trading is based on the leverage applied on the Client's trading accounts. The higher leverage, the higher the level of risk and the higher the possibility of a profitable return or bigger loss. For more information please refer to the website of the Company, trading conditions, and best execution policy.
- 23.2. The leverage is subject to changes. The Company reserves the right to modify the Client's leverage settings at any time by notifying the Clients about such changes.

24. **Trading Conditions**

- 24.1. Trading conditions included but not limited to current spreads, currency pairs, lot sizes, transaction sizes, long and short swaps, commissions, volume and/or deposit limitations, account types, etc. which is located on the Company's website

(www.doto.co.za). The Company reserves the right to modify, add and/or cancel any and/or all of the trading conditions, whereby such modifications will be notified to the Client accordingly.

25. **Dispute Resolution**

- 25.1. The Parties agree that they will aim to resolve any dispute that may occur as between themselves, in relation to the Agreement, any transaction(s), calculation(s) of payments, and any other action(s) through amicable negotiation.
- 25.2. If any conflict situation, the Client has the right to lodge the written complaint with the Company as soon as reasonably practicable following the occurrence of the event.
- 25.3. The Client should follow the procedure set in the Complaints Handling Policy as provided on the Company website.
- 25.4. The Client should file the complaint and send description and date of occurrence along with any supporting documentation to the following email address: info-za@doto.com;
- 25.5. The Company has the right to dismiss/reject the complaint in case such complaint does not comply with the requirements set within the Complaints Handling Policy.
- 25.6. It is agreed between the Parties that disputes not mentioned in agreements and/or the Complaint Handling Policy may be resolved in accordance with the common market practice and at the sole discretion of the Company.
- 25.7. As a general rule, the complaint should contain the minimum information which is full particulars of the Client, trading account number, date and time of the dispute, brief description of the dispute, the Client's proposed solution, the amount of the claim and calculation if of monetary value, the circumstances which led to the dispute including any evidence to be included.
- 25.8. The Client understands that the Company reserves the right to study the claim, and to respond to the dispute/complaint by requesting additional documents and information from the Client, if so required. The Client understands that the server of the Company and the logs kept serve as the main basis of evidence and hold substantial value. The Company is not responsible for incomplete transactions and does not indemnify financial damage or emotional distress suffered by the Client in connection with the loss of profit and/or monies deposited.
- 25.9. The Company shall not be liable to the Client in regard to any indirect, consequential or non-financial damage.

26. **Client Money & Safeguarding Of Client Financial Instruments**

- 26.1. The Company segregates Client's money from its own funds, and held in accordance with applicable laws and regulations. The Company will take all necessary measures in order to ensure that Client's money is deposited with a bank which are identifiable separately from the cash belonging to the Company, by means of differently titled accounts on the books of the bank(s) and/or other equivalent measures that achieve the same level of protection.
- 26.2. On receiving Client's funds, these funds will be placed into accounts denoted as "Clients Accounts" and the same principle applies for payment processing companies.
- 26.3. The legal and regulatory regime applying to any such bank(s) or payment processing company in any other jurisdiction may be different from the legal and regulatory regime in South Africa, and in the event of the insolvency or any other analogous proceedings in relation to that bank and/or payment processing company, the Client's money may be treated differently from the treatment which would apply if the money was held with a bank in an account in South Africa, or from any other jurisdiction, accordingly.
- 26.4. The Company may hold Client money and the money of other Clients in the same bank account which is also known as an omnibus account (a single account combining all of the Company's Clients' funds). The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause or for any loss suffered as a result of any shortfall in the omnibus account.
- 26.5. The Company is not obliged to pay interest to the Client on any funds held in credit institution(s)/financial institutions, and the Client waives all rights to interest.
- 26.6. The Client understands that the Company will promptly place segregated funds held on the Client's behalf into "segregated accounts", known as "client accounts". The Client also understands and agrees that the Company may hold segregated funds on the Client's behalf outside of South Africa or pass money held on the Client's behalf to intermediate brokers, settlement agent(s) or OTC counterparty located outside of South Africa. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this Agreement.
- 26.7. The Company keeps and maintains books and accounting records of the Client money held on behalf of its Clients. The Company will perform reconciliations of records and segregated funds with the records and accounts of the money the Company holds in segregated accounts on a daily basis, and any required transfer to or from the segregated account will take place by the close of business on the day that the reconciliation is performed. The Company reserves the right to carry out such reconciliations and transfers more frequently, should the Company consider that it is necessary for the Company's protection or for the interest of the Client.

- 26.8. The Company takes all steps in selecting reputable credit and/or financial institutions for the holding of Client money, and as such the Client understands and agrees that the Company shall not be held liable or have any further obligation in the event that such credit or financial institution where the segregated funds are held, defaults in its obligations with respect to the segregated funds.
- 26.9. In order to deal or effect transactions for the Client's Account, the Company may at its sole discretion deposit the client funds with an intermediate broker, credit institution or bank.
- 26.10. The Company may keep merchant accounts on its name with payment service providers, used to settle payment transactions of its Clients, however it is understood by the Client and agreed that such merchant accounts are not used for the safekeeping of Client money, but for purposes of settlements of payment transactions. It is further understood that such payment service providers normally keep a percentage of the deposit as a rolling reserve, it should be noted that this will not affect the balance of the Client's trading account as held with the Company.
- 26.11. When transferring funds to the Company's accounts, the Client is obligated to take into account the requirements and restrictions provided for by existing legislation and any other legal acts of the countries under the jurisdiction of which the transfer is made.
- 26.12. The transfer of funds to the Client's trading account is made in the currency of the trading account specified for the transfer regardless of which currency is used for the transfer. If the currency of the transfer is different from the currency of the trading account(s), the sum being transferred will be converted into the currency of the trading account(s) using the Company internal exchange rate on the day the payment is posted to the Company's account.
- 26.13. The provisions in this Agreement related to Client money are subject to terms and conditions of the banks and credit institutions/institutions with which such funds are held and through which such funds are transferred.
- 26.14. The Client acknowledges and accepts that the Client's funds may be held with the funds of other Client's in a pooled bank account, and segregated from the Company's own funds, consequently in case of default of the credit institution or other institution, which may cause shortfall in the funds held in the pooled bank account, the Client may share proportionately in that shortfall.
- 26.15. The Company exercises all due skill, care and diligence in the selection, appointment and periodic review of third parties, including its payment service providers and the safekeeping of Client's financial instruments and/or funds.
- 26.16. The Client authorizes the Company to make deposits and/or withdrawals from the

credit institution and/or financial institution and/or any other third party service provider, on the Client's behalf, withdrawals for settlement of all transactions and all amounts payable by and/or on behalf of the Client to the Company or to any other third party service provider.

- 26.17. The Company undertakes that when maintaining merchant accounts for the clearing/settlement of payment transactions with payment service providers, the Company exercises due skill, care and diligence in the selection, appointment of such payment service providers and to perform periodic review(s) on such provider(s) and to ensure that the services are provided whilst maintaining the level of safety of client funds and financial instruments.
- 26.18. The Company may place on the website a list of the names of payment service providers for the Client's ease of reference. The Client furthermore confirms understanding that in the event funds are held by a payment service provider in the EU, such will be regulated in accordance with EU and the Client furthermore accepts and agrees that in the event of any default of third party provider, custodian or any loss or damage that Client may incur, the Client should follow the relevant process in order to submit claims, and Client indemnifies the Company from the actions and/or omissions of any third party provider and/or custodian.
- 26.19. The Company carries out proper record keeping and books, with reconciliation and internal and external audits are undertaken for control and transparency.
- 26.20. The Client understands and agrees that in the event of the Company's insolvency, action may be taken by relevant authority, which may have the power to take over the Clients' assets and/or funds from the control of the Company and where there is evidence that the Company may fail or is unable to meet its obligations relating to the Clients' assets and/or funds from its own funds, in this way the protection is afforded through segregation of funds. The Client understands that legislative or other recognition of obligations to Clients funds held by insolvent entity may be treated from other obligations of the entity, for example, the provision of compensation to Clients. The effectiveness of a particular technique may differ depending on the type of asset concerned and the insolvency legislation of the jurisdiction in which asset/funds are held. Some mechanisms that may be used is where Clients may be afforded a "preferential status" as "creditors" which require Client's assets to be held in such a way that they do not become the property of the insolvent entity and are not assets of the Company and should not be used to meet the obligations of the insolvent firm.
- 26.21. In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution, including payment processing company, where Client's funds are

held, the Company (on behalf of the client) and/or the Client may only have an unsecured claim against the financial or credit institution or payment processing company, and the Client may be exposed to the risk that the money received by the Company from the financial or credit institution, or payment processing company is insufficient to satisfy the claims of the Client with claims in respect of the account. The Company does not accept any liability or responsibility for any resulting losses so in the unlikely event of default the proportionate loss shall affect all of the Company's Clients monies held, for example, if in omnibus accounts, with financial or credit institution(s).

- 26.22. The Client agrees that the Company shall not be liable for any default of any counterparty, bank, payment processing company, custodian or other entity which holds money on Client's behalf and/or through which transactions may be conducted. The Company will not be liable for loss suffered by Client in connection to funds held by Company unless such loss directly arises from our gross negligence, willful default or fraud.
- 26.23. The Client understands that when money is transferred to the trading account(s) held with us, the time for the funds to be displayed on your account(s) depends on the method used for transferring such funds. Deposits and withdrawals of funds can only be made to and from accounts in Client's name.
- 26.24. The Client confirms that funds transferred by Client to the Company's accounts are of legal origin, the Client owns the funds legally and has the right to use the funds. The Client will not replenish the accounts of third parties' clients or withdraw funds from the Client's account to bank accounts or e-wallets of third parties.

27. Risk Of Loss

- 27.1. All transactions effected from the Client's accounts and all fluctuations in the market prices of financial instruments carried in the Client's accounts are at the Client's sole risk and the Client is liable under all circumstances and at any given time. By accepting this Agreement, and continuing to maintain the business relationship with the Company, the Client warrants that the Client is willing and financially able to sustain any such losses that may occur.
- 27.2. The Company is not responsible for the obligations of the Client transaction(s), nor is Company responsible for delays in transmission, delivery or execution of the Client's order(s)/request(s) due to malfunctions of communication facilities or other causes not controlled by the Company. The Company shall not be liable to the Client for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of any bank,

clearing broker, exchange, clearing organization or similar entity.

- 27.3. The Client understands and agrees that the risk of loss in trading in financial instruments including but not limited to stocks, options, futures, forex, foreign equities, bonds, contract for differences can be substantial. Trading in financial instruments, specifically when trading with contract for difference (“CFDs”), involves a high degree of risk, including but not limited to market and counterparty risks and are not suitable for all investors, and the amount the Client may lose may be greater than the initial investment.
- 27.4. The Client understands and accepts that transactions on markets in other jurisdictions, including markets linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. The Client should enquire as to any rules relevant to particular transaction(s).
- 27.5. The Client understands that most of the electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration and/or clearing of trades. Facilities and systems may be vulnerable to temporary disruption or failure. The Client’s ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house, and/or member firms.
- 27.6. The Client acknowledges and confirms that the Client is aware of all risks that may arise in the event of adverse movements of a currency and/or pair of currencies. The Company warns the Client of the high risks involved in trading wherein the Client can sustain losses and/or damages to some or all of the capital invested. All transactions effected are at the Client’s sole risk and the Client is liable under any given circumstances. The Client confirms and holds the Company harmless against any and all liability which may arise from any delay in transmission, delivery or execution of requests, force majeure, malfunctions of communications facilities or other causes.
- 27.7. The Client understands and confirms having read the risk statement available on the Company website, and to regularly review the website and/or platform notices and/or Client’s communication channels for any changes, updates and/or notifications.

28. Risk Acknowledgement

- 28.1. The Client understands and acknowledges that investments in leveraged foreign exchange transactions, CFD’s, and financial instruments are speculative, involve a high degree of risk and are appropriate only for Client’s who can assume the risk of loss of their margin deposit and/or all funds invested. The Client understands that price

changes in foreign exchange contracts trading may result in the loss of all or part of funds. The Client warrants that Client is willing and able, financially and/or otherwise to assume the risk of trading, and in consideration of the Company carrying the Client's account(s), the Client agrees not to hold the Company responsible for losses incurred through the Client's trading or through Client following any sort of trading recommendation or suggestion of Company's employees, agents or representatives.

28.2. The Client acknowledges that Client has received no guarantees from the Company or from any of its employees, directors, officers, representatives or any introducer or entity with whom Client is conducting the account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations.

29. **No Separate Agreements**

29.1. The Client acknowledges that the Client has no separate agreement with Client's broker or any of the Company's employee, agent or representative regarding the trading in Client's account(s), including any agreement to guarantee profits or limit losses in Client's account(s). The Client understands that Client is under an obligation to notify the Company's compliance department immediately in writing as to any agreement of this type.

29.2. The Client understands that any representations made by anyone concerning the Client's account that differ from any statements Client receives from Company must be brought to the attention of the Company immediately in writing.

29.3. The Client understands and agrees that the Client authorizes every transaction prior to its execution unless the Client has delegated discretion to another party by signing a limited power of attorney to such party and which such document should be provided to the Company.

30. **Managed Accounts**

30.1. With regards to account(s) that may be managed by a person or entity authorized on the account(s) to make such decisions on behalf of the account's beneficial owners, (including a trustee, custodian, conservator, guardian, executor, administrator, attorney-in-fact, or investment advisor or other person to whom the Client has granted written trading authority over and account), the Client understands and agrees that the Company may, but is not required to review any action or inaction by such party with respect to an account and the Company is not responsible for determining whether the persons' action or inaction satisfies the standard of care applicable to such handling of the account(s) of Client.

30.2. The Client furthermore understands and agrees that the Company is not responsible for determining the validity of a person's or entity's status or capacity to serve in such capacity. The Client agrees to hold the Company, its officers, directors, employees, agents and affiliates harmless from any liability, expense, including attorneys' fees and disbursements, as incurred, for the actions or non-actions of such person or entity.

31. **Website Usage**

31.1. The Client understands and agrees that the website of the Company provides Client with information and the Client understands that the Company aims to provide the appropriate and up-to-date information on the website however this is not guaranteed at all times, and the Client is warned to proceed with caution prior to any decision and trading activity, and to seek independent professional advice if so required.

31.2. The Client understands that at all times Client should rely on the transaction confirmations and statements as the official records of the Client's trading account(s).

31.3. The Client understands that information, which may include market data, news, research, financial analysis, commentary, or tools is for information only purposes and is not an advice or recommendation or solicitation. The information provided on the website is not customized for the Client and the Client must make own investment decisions.

31.4. The Website may also include hyperlink(s) to third-party websites and the Company is not responsible for the information or content provided by such third-party websites. Any market data, news and other information available to the Client through the Website or third-party link, is for Client's use only, and should not be retransmitted or republished in any form without the written consent of the Company.

31.5. Products and/or services, as well as associated fees, charges, interest rates, and balance requirements may differ among geographical locations. Not all products and services are offered at all locations. The Client agrees that Client will not engage in activities related to the website that are contrary to applicable law, regulation or the terms of any agreement's Client has with Company.

31.6. Market commentary, news, or other information is subject to change and may be withdrawn at any time without notice.

32. **Credit Cards**

32.1. The Client confirms that in the event of payment being made by use of debit /credit card, such card will bear the Client's name and will be credited into the Clients account held by the Company. The Client confirms that the purposes for such payment is in

accordance with the agreement and that the right of chargeback shall not be permitted in cases where the Company has executed the requested order/transaction(s).

- 32.2. The Client furthermore confirms that the right of the chargeback shall not be permitted if the debit / credit card has been stolen taking into consideration 3D secure policy, whereby payments may not be approved. The Client furthermore understands and agrees that due to nature of services and activities provided by the Company, the Client is not permitted to claim that the performance did not correspond with description so as to cancel services.
- 32.3. In the event of a dispute related to chargeback, the Client agrees that the Company has the right to withhold the chargeback in reserve until finalization of the dispute.
- 32.4. The Client shall be liable for all and any costs paid to the credit card processor or banks, other third parties, attorney's fees and other legal expenses, related to such.
- 32.5. Where the Company may be faced with chargeback from any financial institution or credit institution, or payment processing company, which chargeback relates to the Client's trading activity with the Company, the Company shall be entitled to provide such financial institution, credit institution or payment processing company with such evidence of the Client's relationship as is necessary in order for the Company to demonstrate the existence of a trading relationship and the relevant trading activity as between the Parties.

33. **Affiliates**

- 33.1. The Client when and if introduced to the Company through an affiliate, acknowledges and confirms that the Company is not responsible for the conduct and/or representations of the affiliates or its associated persons while representing the Client to the Company.
- 33.2. The Client agrees to waive any claims against the Company and to indemnify and hold the Company harmless from any actions and/or omissions of the affiliates and/or associated persons/entities. The Client acknowledges and confirms that the Company does not bear any responsibility for any agreement(s) reached between the Client and/or any affiliates. The Client confirms the understanding that the affiliates act independently or as agent of the client and that the affiliate is not authorized to make representations related to the Company or its services or to act on behalf of the Company.
- 33.3. The Client agrees that the Company reserves the right to provide the Client's affiliates and associated persons with information related to the transactions of the Clients accounts, and Client confirms that additional costs, including but not limited to

increased spread, commission, fees mark up, mark down, etc. may be applicable in cases where the Client is introduced to the Company via affiliate and/or associated person/entity. The Client acknowledges and confirms that the Company is acting as principal, and the Client's affiliate, if any, may be provided with a "view only" access to one or more terminals, including terminal access through internet browser, to electronically monitor the activities of the Clients accounts as introduced by the affiliates to the Company.

34. Governing Law And Jurisdiction

- 34.1. This Agreement shall be governed by and construed in accordance with the laws of South Africa.
- 34.2. In the event of a dispute arising out of this Agreement, the Client irrevocably agrees that the Parties shall first seek settlement of that dispute with the Company as per the complaint handling policy.
- 34.3. The FSCA is also deemed as part of process for external dispute resolution with the aim of settling any dispute(s);

35. Severability

- 35.1. This Agreement and any attachments, terms and conditions, statements, and confirmation constitute the entire agreement between the Parties with respect to the subject matter hereof.
- 35.2. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified, or if necessary, rescinded in order to comply with relevant court order, or regulatory body. The validity of the remaining provisions and conditions shall not be affected and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

36. Binding Effect

- 36.1. This Agreement shall be continuous and shall cover all account(s) of the Client at any time opened or reopened with the Company irrespective of any changes at any time in the personnel of the Company or its successors, assigns, or affiliates.
- 36.2. This Agreement including all authorizations shall insure to the benefit of the Company, its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Client.

37. Miscellaneous

- 37.1. The Company reserves the right to amend the present Agreement and all other legal documents on the website unilaterally and at its sole discretion. The Client shall be informed of the amendments when the adequate amended version is published on the website. Amendments shall enter into legal force as soon as they are posted.